

Economic impossibility to perform

Change of circumstances in new Czech civil code

The topic of this thesis is the institute of economic impossibility to perform, or respectively change of circumstances. This institute of civil law is a part of new Czech civil code. This code shall be in effect on 1st January 2014. Similar institute has not been codified in our legal system before. The economic impossibility is an institute focused on dynamics of surrounding circumstances of a concluded agreement. It solves exceptional cases in which unexpected events occur that adversely affect the functioning or equitable balance of the agreement.

The uncoded nature of the institute does not mean that the cases were not solved before. Actually on contrary. After the 1st and the 2nd World War, especially after the first one, the czechoslovakian courts had to decide many cases related to this matter.

In the first chapter of this thesis I have defined economic impossibility and related terms. After that I have shortly presented a history of institute of commercial impossibility and in chapter three I have focused intensively on a doctrine of the Czech first republic (1918 – 1938).

In chapter four I have surveyed “old“, still effective, civil code in a light of new Supreme court’s decision. In chapter five I have summed up the relevant norms in the new civil code.

I have decided to use Draft Common Frame of Reference, a common law of USA and Vienna treaty of contracts of international sales of goods for comparative analysis in chapter six, seven and eight. I have focused on casuistic approach in the common law. I have described the differences between DCFR and the new Czech civil code and I have shortly described the similar institute in Vienna treaty and experiences with its usage.

In chapter nine I have focused in depth on german legislation because it is a source of inspiration for Czech legal doctrine often. In regard of the subject matter of this thesis there are two german legal institutes which are similar to commercial

impossibility. I have shortly described them both with focus on problematic spots that can be useful for future Czech application practice.

In last chapter I have summarized the most interesting and the most problematic knowledge I have obtained from all presented sources. I have structured these facts under relevant issues. Then I have presented clear recommendations for future application of economic impossibility, respectively a change of circumstances in the new Czech civil code.

Key words: Economic impossibility, change of circumstances